

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE NORTH LITTLE ROCK UNITS OF THE BOYS AND GIRLS CLUB OF CENTRAL ARKANSAS; AND FOR OTHER PURPOSES.

WHEREAS, the North Little Rock Units of the Boys and Girls Club of Central Arkansas ("NLR Boys and Girls Club") serves a substantial public interest and concern for youth in the City of North Little Rock ("the City") through utilizing its staff members, volunteers, parents, youth and supporters who work together to create a positive environment, life-enhancing programs and character development experiences; and

WHEREAS, the City of North Little Rock ("the City") entered into an agreement with NLR Boys & Girls Club (authorized by Resolution No. 8739 adopted January 26, 2015), and pursuant to the 2015 agreement NLR Boys & Girls Club has performed its duties and met reporting requirements; and

WHEREAS, NLR Boys & Girls Club benefits local youth by helping them to grow and develop in positive ways, and the City desires to enter into an agreement with NLR Boys and Girls Club for the benefit of local children.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with NLR Boys and Girls Club (substantially similar to Exhibit "A" attached hereto) whereby life-enhancing programs, designed to benefit and serve children of the City, will be offered.

SECTION 2: That the City will make a lump sum payment to the NLR Boys and Girls Club in the amount of Fifty Thousand & 00/100 Dollars (\$50,000.00) to be used to fund after school and summer programs specifically designed to provide diverse activities that meet the interests of all youth, said amount having been included as a line item in the 2016 Budget.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

Joe A. Smith
Mayor Joe A. Smith

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

C. Jason Carter
C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED 11:59 A.M. _____ P.M.

By City Atty - Carter

DATE 2/21/12

**Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas**

RECEIVED BY [Signature]

AGREEMENT
Between
City of North Little Rock, Arkansas
and
North Little Rock Units of the
Boys and Girls Club of Central Arkansas



This Agreement made and entered into this 20th day of January, 2016, by and between the **City of North Little Rock** (hereinafter referred to as "the City") and **North Little Rock Units of the Boys & Girls Club of Central Arkansas** (hereinafter referred to as "NLR Boys & Girls Club"):

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the NLR Boys & Girls Club is a non-profit organization utilizing a community made up of staff members, volunteers, parents, youth and supporters who work together to create a positive environment offering opportunities for the children of North Little Rock to learn and grow through life-enhancing programs and character development experiences; and

WHEREAS, NLR Boys & Girls Club has requested funding from the City for the 2016 calendar year and has properly submitted its application in accordance with North Little Rock Department of Commerce ("NLR Commerce") procedures and guidelines; and

WHEREAS, NLR Commerce has reviewed and verified that NLR Boys & Girls Club has properly filed its quarterly and final performance reports for 2015 and has provided all requested documentation to the City; and

WHEREAS, the City believes that the NLR Boys & Girls Club's programs will benefit local youth and help them grow and develop in a positive way.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, it is agreed by and between the parties as follows:

1. Provision of services. The NLR Boys & Girls Club will use the funds provided by the City solely for its North Little Rock Units; specifically in the After School and Summer Programs more fully described in Exhibit "A" attached hereto and incorporated by reference.

2. Term. The term of this Agreement shall begin January 1, 2016 and end December 31, 2016.

3. Consideration by the City of North Little Rock, Arkansas. As consideration for the services provided pursuant to this agreement, the City will make a lump sum annual payment to NLR Boys & Girls Club in the amount of Fifty Thousand & 00/100 Dollars (\$50,000.00). NLR Boys & Girls Club and the City intend for, and estimates that, the

amount of the annual payment is approximately equal to the cost of the services provided to or for the benefit of the City by NLR Boys & Girls Club. In the event that either NLR Boys & Girls Club or the City gives a notice of termination of this Agreement pursuant to Section 9 below, the parties agree to negotiate in good faith a reinstatement of this Agreement with adjustments to the amount of the annual contribution and/or the services provided by NLR Boys & Girls Club to equalize such cost and benefit.

4. Assignment. This Agreement shall not be assigned in whole or in part by any of the parties to this Agreement *unless* prior written approval has been given by the non-assigning party.

5. Authority. The City represents and warrants to NLR Boys & Girls Club that it has the authority to enter into this Agreement, and the party signing for the City has been duly authorized. NLR Boys & Girls Club represents and warrants to the City that it has the authority to enter into this Agreement, and the party signing for NLR Boys & Girls Club has been duly authorized. This Agreement shall not be effective until approved by official public action of the North Little Rock City Council.

6. NLR Boys and Girls Club agrees:

- (a) To comply with Ark. Code Ann. § 21-13-101, et seq. if it uses volunteers to accomplish its contractual obligations of a public nature, as expressed in this Agreement.
- (b) That it will not discriminate against any person on the basis of race, color, religion, natural origin, age, gender or any other constitutionally-protected basis.
- (c) That it will not mingle City funds with funds obtained from other sources and shall document the expenditure of all City funds in a manner consistent with generally accepted accounting principles and provide the same to the City upon request.
- (d) Acknowledges that certain procedural restrictions apply to the expenditure of City funds in excess of \$20,000 and the employment of professionals, as that term has been defined by the City. (For procedural guidance in the expenditure of City funds, NLR Boys and Girls Club may contact a city purchasing officer at (501) 975-8881.)
- (e) Acknowledges that the expenditure of government funds for a governmental purpose is a matter of public interest and subject to disclosure under the Arkansas Freedom of Information Act ("FOIA").
- (f) That it will submit an annual report to NLR Commerce that accurately reflects all performance under this Agreement, said report to be submitted no later than January 15, 2017. A representative of NLR Boys and Girls Club will be available, at the request of the City, to appear before a specified City Council meeting to answer any questions concerning the report.

- (g) To attach to this agreement a document identifying each member of the governing board of the nonprofit entity.
- (h) To attach to this agreement evidence of nonprofit status, and if designated a nontaxable entity, attach a copy of an IRS opinion letter affirming the designation. If tax returns have been submitted, NLR Boys and Girls Club will also attach a copy of the most recent tax return.
- (i) To submit a budget to demonstrate the projected use of City funds.

7. **Governing Law.** The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the state courts of Arkansas.

8. The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof.

9. This Agreement may be terminated by either party without cause upon ninety (90) days' written notice. The fee described in Section 3 shall be prorated based upon the date of termination.

10. Time is of the essence in regard to the terms and conditions of this Agreement.

11. This Agreement may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

CITY OF NORTH LITTLE ROCK, AR

By _____
Mayor Joe A. Smith

ATTEST:

Diane Whitbey, City Clerk

**NORTH LITTLE ROCK UNITS
OF THE BOYS & GIRLS CLUB OF
CENTRAL ARKANSAS**

By Craig H. [Signature]
Title: CEO

Boys & Girls Club of Central Arkansas
Board of Directors

First Name	Last Name	Business Name
John	Bailey	BSR Trust, LLC
Charles	Blake	Cenark Transportation
Will	Bond	McMath Law Firm
Chad	Brown	Circumference Group
Matt	Chandler	Powell Brothers, Inc.
Richard	Cisne	Hudson and Cisne
Kevin	Crass	Friday, Eldredge & Clark
Thomas	Dickinson	McGeorge Contracting Co., Inc.
John	Harbour	Stephens Insurance, LLC
Paula	Juels Jones	City of North Little Rock
Harold	Joyner	Fence World, Inc.
Tom	Kane	Stephens Insurance, LLC
Jim	Kincannon	Riverside, Inc.
Jackie	Lackie	American Matl Handling
Ed	Levy	Cromwell Architects
John	Monroe	Simmons First National
Nita	Pilkington	Centennial Bank
Fred	Roberson	Smith Barney
Dan	Rolett	David's Burgers
Patrick	Schueck	Lexicon Steel
David	Straessle	Relyance Bank
Lee	Strother	Colliers International
Jason	Warren	Arvest Bank
Bud	Whetstone	Whetstone & Odum Trial Lawyers
Tonya	Lewis	



Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077552845
Apr. 27, 2012 LTR 4168C 0
20-8095568 000000.00

00040561

BODC: TE

BOYS AND GIRLS CLUB OF CENTRAL
ARKANSAS
% RICHARD CISNE
PO BOX 530
N LITTLE ROCK AR 72115-0530

7489

Employer Identification Number: 20-8095568
Person to Contact: Mrs. Jones
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 13, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in May 2007.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

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BOYS & GIRLS CLUBS OF CENTRAL ARKANSAS

North Little Rock Units CITY FUNDS BUDGET

Wetherington, Hamilton

Name of Organization

City of North Little Rock Funding 2016

North Little Rock, AR

City, State

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(A) GROSS SALARY	\$43,277.03	(A)
(B) BENEFITS	\$5,333.38	(B)
(C) CONTRACTED/CONSULTING SERVICES	\$0.00	(C)
(D) TRAVEL/TRAINING	\$0.00	(D)
(E) EQUIPMENT	\$0.00	(E)
(F) SUPPLIES	\$1,389.59	(F)
(G) BUILDING COSTS	\$0.00	(G)
(H) TELEPHONE	\$0.00	(H)
(I) POSTAGE	\$0.00	(I)
(J) OTHER EXPENSES	\$0.00	(J)
TOTAL	\$50,000.00	

Name of Employee	Example: Sue Jones Mentoring Program Coordinator
Position	
Monthly Gross Salary/Wages	\$2,000.00
# of Months Position will be Charged to Grant	12.00
% of Salary/Benefits to be Charged to Grant	50.00%
TOTAL GROSS SALARY TO BE CHARGED TO GRANT	\$11,000.00
Monthly Employer Premium for Health/Dental/Vision Insurance	\$121.00
Monthly Employer Premium for Life Insurance	\$15.00
Monthly Employer Premium for Disability Insurance	\$8.00
Total Monthly Employer Premiums	\$144.00
# of Months Position will be Charged to Grant	12.00
% of Salary/Benefits to be Charged to Grant	50.00%
Total of Monthly Premiums to be Charged to Grant	\$792.00
FICA (Social Security/Medicare)	7.6500% \$841.50
Workers Compensation	0.2000% \$22.00
Employer Pension Contribution	10.0000% \$1,100.00
State Unemployment	0.1490% \$13.09
TOTAL BENEFITS TO BE CHARGED TO GRANT	\$2,768.59

Dedra Hood	Doug Williams	Derrick Williams
Unit Director - Wetherington	Athletic/Rec Wetherington	Unit Director - Hamilton
\$3,333.34	\$2,333.34	\$1,083.00
12.00	12.00	12.00
25.00%	10.00%	75.00%
\$10,000.02	\$2,800.01	\$9,747.00
\$356.84	\$356.84	\$0.00
\$13.20	\$8.25	\$0.00
\$53.84	\$33.58	\$0.00
\$423.88	\$398.67	\$0.00
12.00	12.00	12.00
25.00%	10.00%	75.00%
\$1,271.64	\$478.40	\$0.00
\$765.00	\$214.20	\$745.65
\$63.00	\$17.64	\$61.41
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$2,099.64	\$710.24	\$807.05

(A) TOTAL GROSS SALARY TO BE CHARGED TO GRANT

\$43,277.03

(B) TOTAL BENEFITS TO BE CHARGED TO GRANT

\$5,333.38

Name of Employee	
Position	
Monthly Gross Salary/Wages	
# of Months Position will be Charged to Grant	
% of Salary/Benefits to be Charged to Grant	
TOTAL GROSS SALARY TO BE CHARGED TO GRANT	
Monthly Premium for Health/Dental/Vision Insurance	
Monthly Premium for Life Insurance	
Monthly Premium for Disability Insurance	
Total Monthly Premiums	
# of Months Position will be Charged to Grant	
% of Salary/Benefits to be Charged to Grant	
Total of Monthly Premiums to be Charged to Grant	
FICA (Social Security/Medicare)	7.6500%
Workers Compensation	0.6300%
Employer Pension Contribution	0.0000%
State Unemployment	0.0000%
TOTAL BENEFITS TO BE CHARGED TO GRANT	

Program Staff					
All Clubs					
	\$3,455.00				\$0.00
	12.00				0.00
	50.00%				0.00%
	\$20,730.00			\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
	12.00		0.00	0.00	0.00
	50.00%		0.00%	0.00%	0.00%
	\$0.00		\$0.00	\$0.00	\$0.00
	\$1,585.85		\$0.00	\$0.00	\$0.00
	\$130.80		\$0.00	\$0.00	\$0.00
	\$0.00		\$0.00	\$0.00	\$0.00
	\$0.00		\$0.00	\$0.00	\$0.00
	\$0.00		\$0.00	\$0.00	\$0.00
	\$1,716.44		\$0.00	\$0.00	\$0.00

